

NOVARA TESIJA & CATENACCI, PLLC  
NATHAN R. RING, ESQ.  
Nevada State Bar No. 12078  
nrr@ntclaw.com  
3960 Howard Hughes Parkway, Suite 500  
Las Vegas, Nevada 89169  
(702) 990-3528  
*Attorney for Plaintiffs*

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF NEVADA

TRUSTEES OF THE BRICKLAYERS & ALLIED  
CRAFTWORKERS LOCAL 13 DEFINED  
CONTRIBUTION PENSION TRUST FOR  
SOUTHERN NEVADA; TRUSTEES OF THE  
BRICKLAYERS & ALLIED CRAFTWORKERS  
LOCAL 13 HEALTH BENEFITS FUND;  
TRUSTEES OF THE BRICKLAYERS & ALLIED  
CRAFTWORKERS LOCAL 13 VACATION FUND;  
BRICKLAYERS & ALLIED CRAFTWORKERS  
LOCAL 13 NEVADA; TRUSTEES OF THE  
BRICKLAYERS & TROWEL TRADES  
INTERNATIONAL PENSION FUND; TRUSTEES  
OF THE BRICKLAYERS & TROWEL TRADES  
INTERNATIONAL HEALTH FUND; TRUSTEES  
OF THE INTERNATIONAL MASONRY  
INSTITUTE,

Plaintiffs,

v.

PEGASUS MARBLE, INC., a Nevada corporation;  
CYGNUS, LLC, a Nevada limited liability company;  
and GAGIK ZARGARYAN, individually, TOKIO  
MARINE HCC dba AMERICAN CONTRACTORS  
INDEMNITY COMPANY, a California insurance  
corporation

Defendants.

Case No. 2:20-cv-00224-GMN-BNW

**STIPULATED CONFIDENTIALITY  
AGREEMENT AND PROTECTIVE  
ORDER**

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1 The parties to this Stipulated Protective Order are Cygnus, LLC (“Company”), Rubin Brown,  
2 LLP (the “Auditor”), and the International Union of Bricklayers and Allied Craftworkers Local No. 13  
3 Trust Funds (the “Funds”), which all shall be collectively referred to hereinafter as “the Parties”.

4 This Stipulated Protective Order applies to the following information and documents requested  
5 by the Funds, and objected to by the Company: contracts with subcontractors, vendors and suppliers;  
6 W-2 and W-3 documents for its employees; State SUI Reports; general ledger, including account  
7 transaction detail, cash disbursements and receipts; and daily or weekly time cards or reports showing  
8 work completed by its employees for the time period May 1, 2018 to present.

9 The Parties, having hereto stipulated and agreed, by and through their respective counsel, that  
10 the records identified above constitute confidential information of the Company, but which Company  
11 will provide to the counsel for the Funds who will provide such documents to the Auditor. The parties  
12 further stipulate and agree to the entry of a Protective Order pursuant to Federal Rule of Civil  
13 Procedure Rule 26(c) governing the production of the above identified materials, information,  
14 documents, and the Court having approved the same.

15 **IT IS HEREBY ORDERED THAT:**

16 1. Scope of Production. The Company is expected to produce to counsel for the Funds the  
17 above identified documents, previously objected to, within 30 days of the entry of this Stipulated  
18 Confidentiality Agreement and Protective Order to the extent any such documents exist. The company  
19 is not required to create any documents for purposes of production.

20 2. Designation of Documents. Company will designate as “confidential” for the above  
21 identified documents by stamping the relevant page or pages of any document or response to discovery  
22 which Company considers in good faith to contain information that is confidential business or financial  
23 information, subject to this Stipulated Confidentiality Agreement and Protective Order. For a multiple  
24

1 page document in which Company believes all information is confidential, Company shall designate on  
 2 the first page of the document that the entire document is confidential.

3 3. Use of the Information. The Auditor and the Funds agree that subject to the disclosure  
 4 restrictions set forth in paragraph 4 below, each will use and disclose the information and documents  
 5 provided by Company for audit purposes and collection efforts (including in the litigation) or other  
 6 such related purposes only. This protection does not apply to information and documents that are  
 7 publicly available.

8 4. Disclosure of Information. Except as provided herein, the Auditor and the Funds agree  
 9 that:

- 10 a) They will not disclose the content of the information or documents or any parts  
 11 thereof, or provide copies of the information or documents or any parts thereof,  
 to anyone outside of the Parties;
- 12 b) They will not disclose the contents of the information or documents or any parts  
 13 thereof, or provide copies of the information or documents or any parts thereof,  
 14 to any agent of the Funds who is an agent, employee, or affiliate of The  
 Bricklayers & Allied Craftworkers (“BAC”) Local 13, any other BAC Local, or  
 any Union. This expressly includes, but is not limited to, Richard Crawford;
- 15 c) The information and documents will not be used by the Funds to contact, harass  
 16 or intimidate general contractors, subcontractors or any customers of the  
 Company; and
- 17 d) The information and documents will not be disclosed to any competitor of  
 18 Company.
- 19 e) The Auditor is, however, permitted to distribute its audit report and agreed-upon  
 20 procedures report to the Trustees of the Funds consistent with its agreement with  
 the Funds and in upholding the Trustees’ fiduciary duties to the Funds’  
 participants and beneficiaries.

21 5. Destruction of Documents. Within thirty (30) calendar days of completion of the  
 22 litigation or any appeal resulting from the litigation, the Auditor and the Funds will destroy any  
 23 electronic copies of the information or documents provided by the Company and will shred or  
 24

1 otherwise destroy any physical copies, excerpts or summaries thereof, unless otherwise agreed to in  
2 writing by the Parties. This process is outside the Auditor's normal course and record retention policy  
3 and different than its contract with the Funds. The Auditor is permitted to maintain in its own files its  
4 work papers and a copy of the audit results and agreed upon procedures report consistent with its duties  
5 for compliance with the Association of International Certified Professional Accountants (AICPA).

6 6. Counsel for Parties Subject to Agreement. The Parties agree that their respective counsel  
7 are subject to this Agreement but that counsel for the Parties will be made privy to confidential  
8 information or documents disclosed hereunder. Each Party is permitted to share confidential  
9 information with their counsel for purposes of seeking and receiving legal advice and consultation.

10 7. Consultants or Expert Witnesses Retained. To the extent the Parties retain consultants or  
11 experts for their claims and defenses in the Litigation, each such person shall execute a copy of the  
12 Certification annexed to this Order as Exhibit "A" (which shall be retained by counsel to the party so  
13 disclosing the Confidential Information and made available for inspection by opposing counsel during  
14 the pendency or after the termination of the action only upon good cause shown and upon order of the  
15 Court) before being shown or given any Confidential Information.

16 8. Witnesses in Case. Before being provided a confidential document during deposition or  
17 otherwise during testimony, a witness shall sign the Certification. Confidential Information may be  
18 disclosed to a witness who will not sign the Certification only in a deposition at which the party who  
19 designated the Confidential Information is represented or has been given notice that Confidential  
20 Information shall be designated "Confidential." Witnesses shown Confidential Information shall not be  
21 allowed to retain copies of such information or documents.

22 9. Filing Confidential Documents and Information with the Court. No party shall file or  
23 submit for filing as part of the Court record any documents marked as "Confidential" without first  
24 requesting leave of court to obtain permission to file such documents under seal. Notwithstanding this

1 agreement, should the party seeking leave to file a paper under seal be denied the ability to file under  
2 seal, the Party may then file such document in open court.

3 12. Duration. All provisions of this Order restricting the communication or use of  
4 Confidential Information or Documents shall continue to be binding after the conclusion of this  
5 Litigation, unless otherwise agreed or ordered.

6 13. No Privilege Waiver. Nothing herein shall be deemed to waive any applicable privilege  
7 or work product protection, or to affect the ability of a Party to seek relief for any inadvertent disclosure  
8 of material protected by a privilege or work product protection.

9 The undersigned agree to the terms and conditions set forth above this 4th day of June, 2021:

10 CYGNUS, LLC

RUBIN BROWN, LLP

11 By: /s/ Ani Zargaryan  
12 Ani Zargaryan

By:   
Glenn Goodnough

13 Its: Managing Member

14 Its: Managing Partner

15 THE INTERNATIONAL UNION OF  
16 BRICKLAYERS AND ALLIED  
17 CRAFTWORKERS, LOCAL NO. 13 TRUST  
18 FUNDS

19 By: /s/ Richard Crawford  
20 Richard Crawford

21 Its: Chairman

22 Approved as to form and content:

23 DATED this 4th day of June 2021.

DATED this 4th day of June 2021

24 LAW OFFICE OF DANIEL MARKS

NOVARA TESIJA & CATENACCI, PLLC

/s/Adam Levine

/s/ Nathan R. Ring

1 ADAM LEVINE, ESQ.  
Nevada State Bar No. 004673  
2 [alevine@danielmarks.net](mailto:alevine@danielmarks.net)  
610 South Ninth Street  
3 Las Vegas, Nevada 89101  
*Counsel for Defendants*

NATHAN R. RING, ESQ.  
Nevada State Bar No. 12078  
[nrr@ntclaw.com](mailto:nrr@ntclaw.com)  
3960 Howard Hughes Parkway, Suite 500  
Las Vegas, Nevada 89169  
*Counsel for Plaintiffs*

6 **ORDER**

7 Based upon the stipulation of the parties above and their counsel of record, the Court hereby  
8 grants the parties' Stipulated Confidentiality Agreement and Protective Order.

9 IT IS FURTHER ORDERED that ECF No. 44 is DENIED as moot.

10 Dated: June 15, 2021



UNITED STATES MAGISTRATE JUDGE

**EXHIBIT "A"**

**CERTIFICATION**

I hereby certify my understanding that Confidential Information is being provided to me pursuant to the terms and restrictions of the Confidentiality and Stipulated Protective Agreement between Company, Auditor and the Funds and I have been given a copy of that Agreement and read it fully. I agree to be bound by the Agreement. I will not reveal the Confidential Information to anyone, except as allowed by the Agreement. I will maintain all such Confidential Information -- including copies, notes, or other transcriptions made therefrom -- in a secure manner to prevent unauthorized access to it. No later than thirty (30) days after the conclusion of this Litigation, I will destroy the Confidential Information -- including copies, notes or other transcriptions made therefrom. I hereby consent to the jurisdiction of the United States District Court for the District of Nevada for the purpose of enforcing the Confidentiality and Stipulated Protective Agreement.

Dated: \_\_\_\_\_

By: \_\_\_\_\_